

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 4
Project No. 19-011-2509

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HUITT-ZOLLARS, INC.**

TFC CONTRACT NO. 18-038-000

ASSIGNMENT NO. 4

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 4 (hereinafter referred to as "Assignment No. 4" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Huitt-Zollars, Inc., located at 3701 Executive Center Drive, Suite 101, Austin, Texas 78731 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as architectural and engineering services for the design and construction administration phases related to the Texas State Library and Archives Commission Promontory Point Warehouse Storage renovation (hereinafter referred to as the "Project"), as described in "Exhibit A-4," PSP's Proposal dated August 29, 2019, attached hereto and incorporated herein for all purposes and consisting of eight (8) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 4 shall be completed no later than August 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 4.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 4.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 4 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 4 shall not exceed the sum of One Hundred Sixty-Four Thousand Eight Hundred Seventy-Five and No/100

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Dollars (\$164,875.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR: For this Assignment No. 4, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-4."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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Huitt-Zollars, Inc.

Assignment No. 4

Project No. 19-011-2509

ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION HUITT-ZOLLARS, INC.

DocuSigned by: MIKE NOVAK, TFC EXECUTIVE DIRECTOR By: GREGORY R. WINE, P.E.
B1C9FC0A8020417... 445488523C41448...

Mike Novak

Gregory R. Wine, P.E., LEED AP

Executive Director

Senior Vice President

Date of execution: 10/09/2019 | 12:53 PM CDT Date of execution: 10/09/2019 | 8:07 AM CDT

nov GC

mr Dir

m DED

TFC Contract No. 18-038-000
Huitt-Zollars, Inc.
Assignment No. 4
Project No. 19-011-2509

EXHIBIT A-4

PSP'S PROPOSAL DATED AUGUST 29, 2019



HUITT-ZOLLARS, INC. | 10350 Richmond Ave. | Suite 300 | Houston, TX 77042-4248 | 281.496.0066 phone | 281.496.0220 fax | huitt-zollars.com

August 29, 2019

Josh Porosky
Project Manager
Texas Facilities Commission
Facilities Design & Construction Division
1711 San Jacinto Blvd., 2nd floor
Austin, Texas 78701

Reference: Renovation of the Promontory Point Warehouse in Austin, Texas
TFC Contract No. 18-038-000

Subject: Proposal for Professional Architectural and Engineering Services

Dear Mr. Porosky:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional architectural and engineering services to the Texas Facilities Commission (TFC) for the renovation and repurposing of the Promontory Point Warehouse located at 4044 Promontory Point Drive, Austin, TX 78744 (Project). Our proposal is based upon the following project understanding, scope of services, compensation and schedule and the terms and conditions in our existing professional services agreement with TFC, Contract No. 18-038-000.

PROJECT UNDERSTANDING:

TFC would like the existing building, which consists vacant offices and an abandoned data center with elevated floor, to be converted into a records storage facility for the Texas State Library and Archives Commission. The construction work shall be performed by a contractor selected for the Construction Manager at Risk (CMAR) delivery method. In addition, TFC will remove all furniture from all spaces before any demolition work commences.

Project work shall be as depicted on the attached Exhibits 1 and 2 as provided by TFC and shall include the following:

1. Preparation of a demolition package. The demolition within the project area shall include
 - Remove carpet and adhesive for concrete floor. Remove all rubber base.
 - Remove all partitions, doors, frames and hardware (possible salvage items: doors & hardware).
 - Remove lay-in ceiling tile, grid, lights, emergency sensors and sprinkler heads.
 - Remove all supporting wire from steel trusses for ceiling system.
 - Remove original lighting and conduit supported on steel structure.
 - Remove raised floor panels, pedestals, mastic, steps, ramps and handrails. Thoroughly clean mastic from concrete floors.
 - Maintain existing Room Nos. 206, 207, & 208. Remove carpet and rubber base.
 - Remove gypsum board and metal furring around columns in the project area.
 - Remove 2-hour fire-rated partition(s) to existing roof deck.
 - Remove HVAC equipment
 - Remove power
2. Preparation of a construction package. The construction within the project area shall include
 - In Room Nos. 206, 207 & 208, install new luxury vinyl tile and adhere to concrete floor with non-toxic adhesive. Install new rubber base in the rooms and on the existing outside face of walls to remain.
 - Repair walls in Room Nos. 206, 207 & 208. Apply primer coat and two coats of finish paint.
 - Thoroughly clean existing concrete floors and use grinders to density concrete floors, seal and polish to high gloss finish.

- Install new 1-hour and 2-hour fire rated gypsum board walls (as indicated) tape, float, prime and paint with two coats of finish paint and add 4 inch rubber base.
- Extend existing walls to existing steel roof deck (as indicated). Tape, float, prime and paint with two finish coats. Wall extensions shall be: metal framing (to match existing size and gauge) at 16" O.C. 5/8 "type" "x" gypsum board will be fixed to metal framing on each side.
- Repair hole in wall in Room No. 171 with materials to match existing wall and finish patch to match existing walls.
- Install new "LED" warehouse light fixtures throughout new warehouse areas.
- All exit doors with alarm hardware shall remain.
- No new restrooms, breakrooms, drains or water service will be included in the project.
- Existing underside of steel deck and all steel structural framing will not receive any new paint finishes.
- Walls remaining to steel deck and new walls will be taped, floated, primed and finished with two coats of finish paint.
- Paint existing steel columns with primer and two coats of finish paint, to underside of steel deck in new warehouse space(s) only.
- Provide power and lighting design for the renovated area.
- Lighting design shall include lighting controls to meet the energy code in effect at the time the construction documents are proposed to be submitted for permit.
- No new plumbing will be designed.
- Mechanical design will include air conditioning for the building and ventilation exhaust fans only for those areas requiring just exhaust.
- Energy Compliance documentation for permitting and State of Texas approval.
- Fire Protection design will include preliminary fire sprinkler head location. Existing fire water lines are assumed to be sufficient and are not included in the project. All final head location and pipe sizes will be competed by the fire sprinkler subcontractor's and signed by their RME.

SCOPE OF SERVICES:**1.0 Basic Services:**

Huitt-Zollars shall:

- A. Meet with TFC on site to review the Project's conditions.
- B. Participate and assist TFC with the evaluation of proposals, interview process and selection of the CMAR.
- C. Prepare a 50% Demolition Package with plans, list of specifications and cost estimate and submit to TFC for review and comment.
- D. Incorporate HAZMAT mitigation documents (plans and specifications) prepared by others into the Demolition Package.
- E. Prepare a 95% Demolition Package with plans, technical specifications and updated cost estimate incorporating TFC's comments from the 50% submittal and submit to TFC for review and comment.
- F. Upon receipt of TFC's comments on the 95% submittal, finalize and submit to TFC the 100% Demolition Package (plans, project manual with technical specifications and final cost estimate) for pricing by the CMAR.
- G. Participate in pre-proposal conference and assist TFC with proposal evaluation and negotiations with the CMAR for the demolition work.
- H. Provide construction administration services for the Demolition Package. Attend bi-monthly (every two weeks) site visits during the demolition phase (estimated 2 months).
- I. Prepare a 50% Construction Documents Package with plans, list of specifications and cost estimate and submit to TFC for review and comment.
- J. Prepare a 95% Construction Documents Package with plans, technical specifications and updated cost estimate incorporating TFC's comments from the 50% submittal and submit to TFC for review and comment.
- K. Submit Construction Documents for jurisdictional agency review and permitting.

- L. Upon receipt of TFC's comments on the 95% submittal, finalize and submit to TFC the 100% Construction Documents Package (plans, project manual with technical specifications and final cost estimate) for pricing by the CMAR.
- M. Participate in pre-proposal conference and assist TFC with proposal evaluation and negotiations with the CMAR for the construction work.
- N. Provide construction administration services for the Construction Documents Package. Attend bi-monthly (every two weeks) site visits during the construction phase (estimated 9 months).
- O. Prepare record drawings.

2.0 Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the TFC, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the TFC in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached hourly rate schedule. Such additional services may include:

- A. Design of site work
- B. Design of exterior building work
- C. Environmental Investigations and analysis.
- D. Non-destructive and/or destructive examinations.
- E. Any other service not otherwise included in the Basic Services

3.0 TFC-Provided Services:

TFC shall provide Huitt-Zollars with the following:

- A. Access to the Project
- B. Background Drawings in AutoCAD of Project
- C. Hazardous Materials (HAZMAT) Survey, Testing and Report and Mitigation Plans and Specifications
- D. Available Drawings and Reports

COMPENSATION:

1.0 Fee

Our estimated lump sum budget for performing the scope of services are as follows:

CMAR Evaluation and Procurement Phase	\$ 4,830.00
Demolition Phase	
50% Submittal	\$ 24,490.00
95% Submittal	\$ 15,930.00
100% Final Submittal	\$ 6,085.00
CMAR Proposal Negotiations	\$ 3,870.00
Construction Administration	\$ 11,780.00
Total Demolition Phase	\$ 62,155.00
Construction Phase	
50% Submittal	\$ 35,300.00
95% Submittal	\$ 25,380.00
100% Final Submittal	\$ 8,500.00
CMAR Proposal Negotiations	\$ 4,650.00
Construction Administration	\$ 19,060.00
Total Construction Phase	\$ 92,890.00

HUITT-ZOLLARS

2.0 Reimbursable Expenses

Reimbursable expenses shall include fees associated with TDLR ADA Accessibility Submittal, Review and Inspection; authorized travel and reproduction of construction documents. Expenses are estimated to be \$5,000.00.

3.0 Total Proposed Fee

Total proposed fee is \$164,875.00.

SCHEDULE:

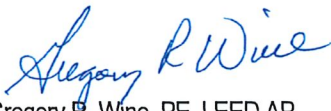
Our estimated schedule for completing the Basic Services is as follows:

CMAR Evaluation and Procurement Phase	5 calendar days
Demolition Design Phase	6 calendar weeks
Construction Design Phase	8 calendar weeks

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please send us a TFC professional services agreement for our execution. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call.

Respectfully submitted,
HUITT-ZOLLARS, INC.


Gregory R. Wine, PE, LEED AP
Senior Vice President

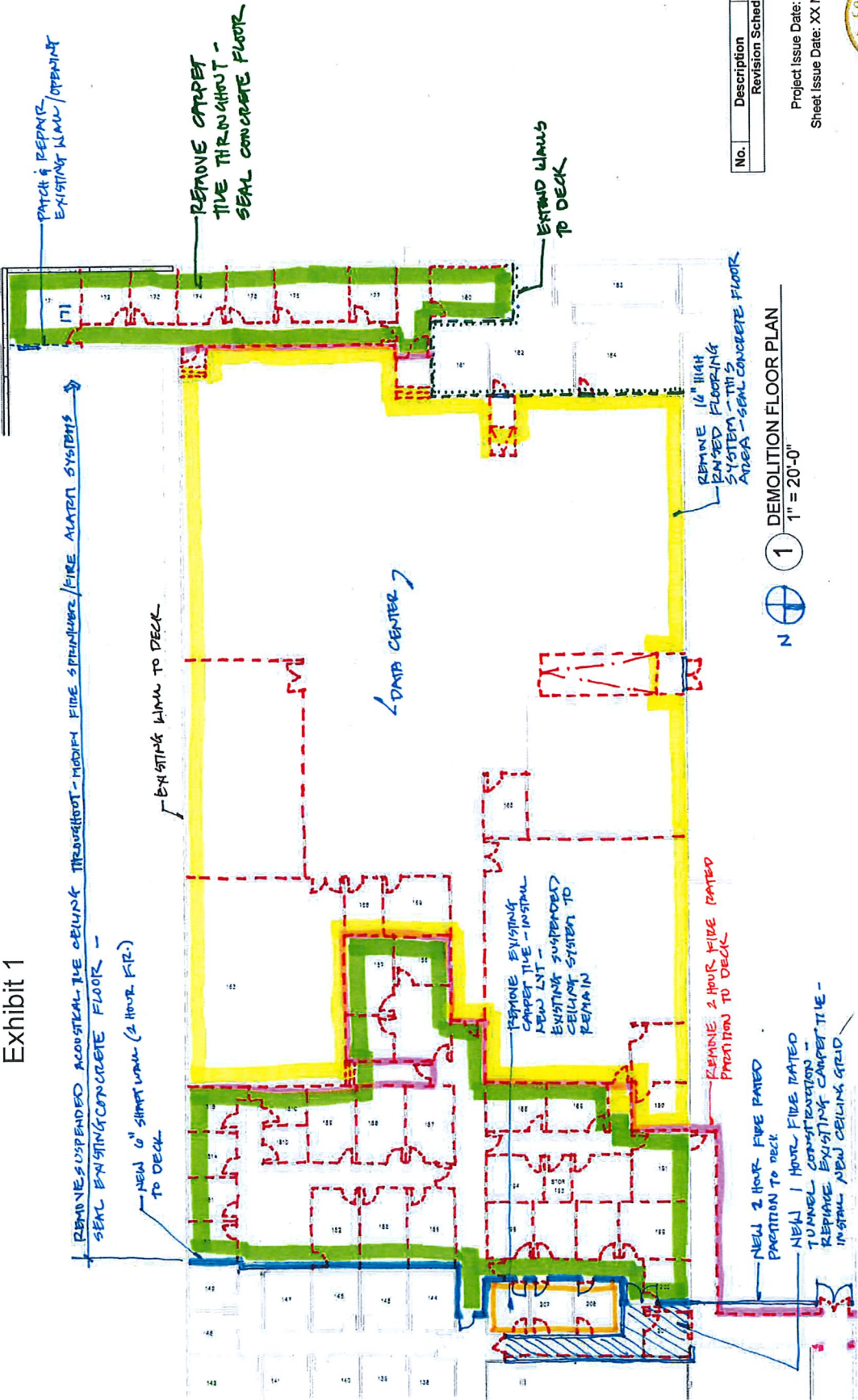
Attachments

- Exhibit 1 – TFC Conceptual Layout 1
- Exhibit 2 – TFC Conceptual Layout 2
- Hourly Rate Schedule

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE is located in the Hobby Building, 333 Guadalupe, Suite 2-305, Austin, TX 78701. Telephone number: 512-305-9000.

DocuSign Envelope ID: B7EA8980-ID9F-4323-A183-5968C1521E36

Exhibit 1



No.	Description	Revision Schedule	Date
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Project Issue Date: 5/14/2018
Sheet Issue Date: XX MONTH, 2015



A1-300

PORTAL REQUEST 20799

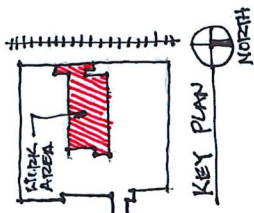
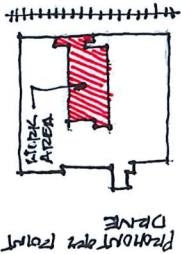
DEMOLITION FLOOR PLAN
PROM TSLAC WAREHOUSE

PROJECT PHASE - CONCEPTUAL ESTIMATE
SCALE: 1" = 20'-0"

THIS DOCUMENT IS ISSUED UNDER THE DIRECTION OF GEORGE R. WELLS,
STATE OF TEXAS REGISTERED ARCHITECT, LICENSE #23049
FOR PRELIMINARY PRICING AND OWNER REVIEW ONLY - NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

Exhibit 2

WILHELM LANE



* AFTER CEILING IS REMOVED, SHUT OFF LOWER FIRE SPRINKLER SYSTEM VALVE AT RIVER NEAR LOADING DOCK, THEN REMOVE THE LOWER FIRE SPRINKLER SYSTEM. (UPPER SPRINKLER SYSTEM TO REMAIN IN PLACE AND ACTIVE)

REMOVE 16" RAISED FLOORING SYSTEM THIS AREA - PREP FLOOR FOR FUTURE SEALING OF SLAB.
REMOVE EXISTING CARPETTIVE OR YCT THIS AREA - PREP FLOOR FOR FUTURE SEALING OF SLAB.
REMOVE SUSPENDED CEILING SYSTEM THIS AREA - MODIFY FIRE SPRINKLER FIRE ALARM SYSTEMS AS REQUIRED FOR CODE COMPLIANCE

REMOVE EXISTING DRYWALL PARTITION (TYP)

REMOVE EXISTING DOOR, FRAME, & HARDWARE (TYP)

* PROVIDE TEMPORARY CONSTRUCTION LIGHTING WHERE CEILINGS HAVE BEEN REMOVED

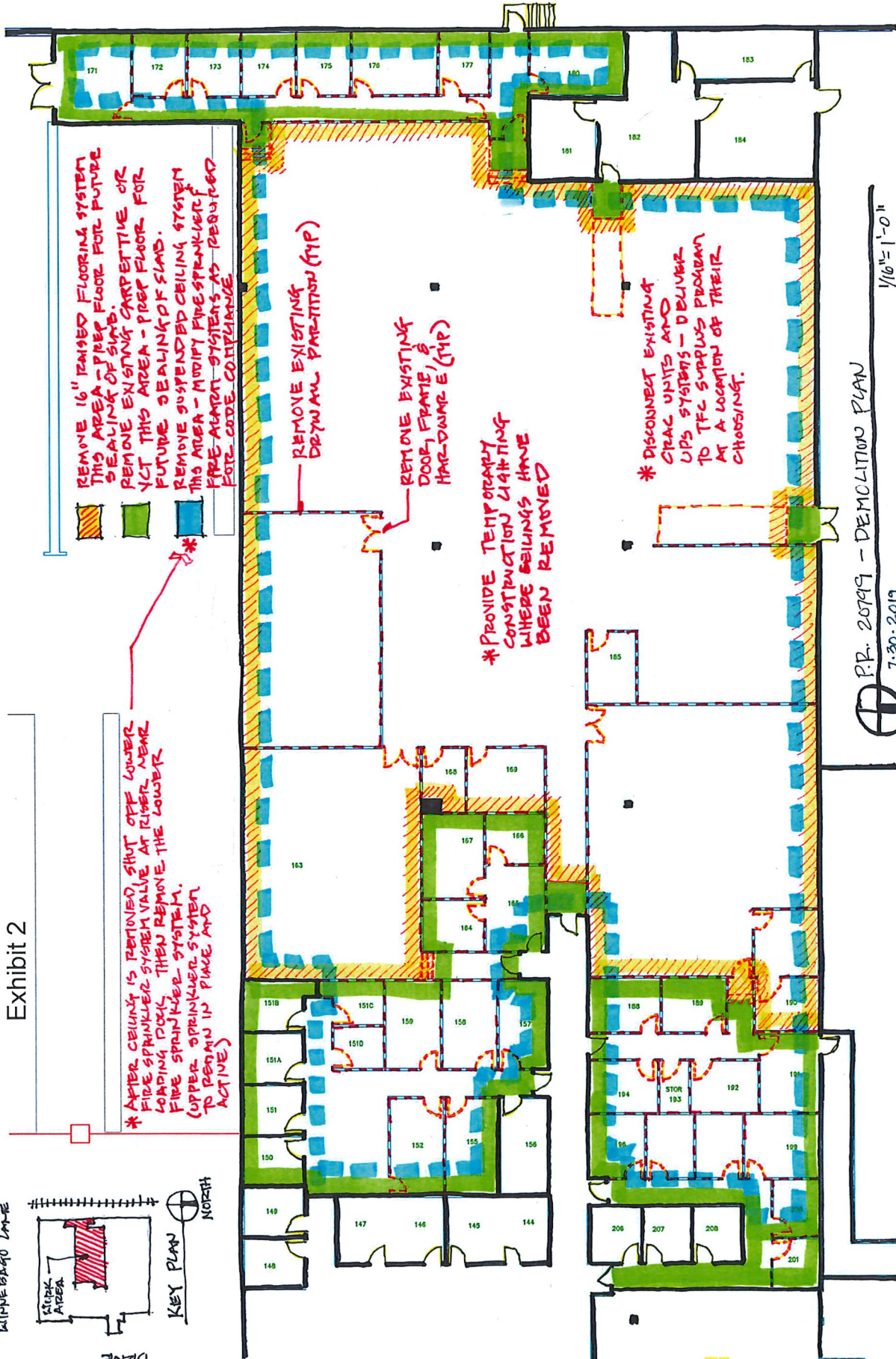
* DISCONNECT EXISTING CRAC UNITS AND UPS SYSTEMS - DELIVER TO TFC SUPPLY PROGRAM AT A LOCATION OF THEIR CHOOSING.

P.P. 20199 - DEMOLITION PLAN

7.30.2019



1/16" = 1'-0"



HUITT-ZOLIARS

Houston

2019

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 250.00
Design Principal	\$ 230.00
Sr. Project Manager	\$ 225.00
QA Manager	\$ 230.00
Project Manager	\$ 200.00
Sr. Civil Engineer	\$ 190.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 185.00
Structural Engineer	\$ 185.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 160.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 130.00
Sr. Architect	\$ 195.00
Architect	\$ 160.00
Architect Intern 1	\$ 100.00
Architect Intern 2	\$ 120.00
Architect Intern 3	\$ 150.00
Sr. Landscape Architect	\$ 175.00
Landscape Architect	\$ 135.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 250.00
Planner	\$ 160.00
Planner Intern	\$ 100.00
Sr. Designer	\$ 155.00
Designer	\$ 130.00
Sr. CADD Technician	\$ 135.00
CADD Technician	\$ 95.00

Interior Design

Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 90.00

Survey

Survey Manager	\$ 165.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 135.00
Survey Technician	\$ 130.00
Surveyor Intern	\$ 110.00

Survey Crews

1-Person Survey Crew	\$ 100.00
2-Person Survey Crew	\$ 145.00
3-Person Survey Crew	\$ 175.00

Construction

Construction Manager	\$ 185.00
Resident Engineer	\$ 175.00
Sr. Project Representative	\$ 130.00
Resident Project Representative	\$ 100.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 75.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

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EXHIBIT B-4

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

TFC Contract No. 18-038-000

Assignment No #4

Project No. 19-011-2509

Huitt Zollars

**LIST OF PSP PROJECT MANAGER
AND
SUBCONTRACTORS**

(Name, Company Name, Address & Contact Person (Project Manager))

A. PSP Project Manager:		Randy Hickey, NCARB, RA, RID _____ (Name) Huitt-Zollars, Inc. _____ (Company) 10350 Richmond, Ste 300 Houston, TX 77042 (Address) 713-412-2723 _____ (Cell #) rhickey@huitt-zollars.com _____ (Email)
MEP Engineer	1.	Geoffrey Lussier, PE _____ (Name) E&C Engineers & Consultants, Inc. _____ (Company) 1010 Lamar, Ste 650 Houston, TX 77002 _____ (Address) 281-701-5238 _____ (Cell #) lussier@eceng.com _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)